

Mercedes-AMG Hospitality at the 2019 Bathurst 12 Hour
Terms and Conditions

Mercedes-Benz Australia/Pacific Pty Ltd (ABN 23 004 411 410) ("**MBAuP**") of 44 Lexia Place, Mulgrave, Victoria 3170 is selling 100 "Saturday and Sunday Day Passes" to attend the **Mercedes-AMG Hospitality venue** at the 2019 Bathurst 12 Hour at Mt Panorama Bathurst, Australia ("**Event**") on Saturday 2 February and Sunday 3 February 2019 ("**Pass**").

100 Saturday and Sunday Passes are available for sale by invitation only. Passes will be allocated on a "first come, first served" basis to individuals who successfully purchase and pay for a Pass ("**Purchaser**").

Purchase of a Pass is deemed acceptance of these **Terms and Conditions**.

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1. The cost of the Saturday and Sunday Pass is AUD\$ 352.00 (including GST). Each Pass includes:
 - (a) entry to the Event on Saturday 2 February and Sunday 3 February 2019;
 - (b) entry to the Mercedes-AMG hospitality venue on Saturday 2 February & Sunday 3 February 2019;
 - (c) food and beverages at the Mercedes-AMG Hospitality Venue. Catering at the Mercedes-AMG Hospitality Venue is to be determined and is at MBAuP's discretion.
2. Passes will only be available for purchase by individuals who have been invited to purchase a Pass by receiving an official invitation from MBAuP ("**Invitee**"). Invitations will be issued at MBAuP's sole and unfettered discretion.
3. To be eligible to receive an invitation to purchase a Pass, individuals must have opted-in to receive MBAuP communications and must either:
 - (a) be an AMG Club member; or
 - (b) be an AMG Sport owner.
4. MBAuP accepts no responsibility or liability for any error contained in the Mercedes-Benz Owner database.
5. Passes will be made available for purchase from 12pm AEDT on Tuesday 27 November 2018 until sold out.
6. To purchase one or two Passes, an Invitee must access the promotional website <http://experience.mercedes-benz.com.au/events/motorsport> ("**the Website**"), fully and properly complete the registration form, and either:
 - (a) pay in full for the Pass or Passes purchased online at time of registration; or
 - (b) elect to receive an invoice via email for the Pass or Passes purchased, in which case full payment must be made within 7 days of receipt of invoice. If full payment is not made within 7 days of the date of the invoice, the Pass or Passes will be released for purchase by other parties.
7. Each Invitee acknowledges and agrees that personal information (such as contact details and payment details) and payments will be collected and processed by MBAuP's contractor, cievnts, for and on behalf of MBAuP and in accordance with Australian privacy laws. This information will be collected by the Invitee's completion of the registration page found at <http://experience.mercedes-benz.com.au/events/motorsport> or alternatively by telephone if an Invitee does not have access to the internet. This information is required to provide tickets and ensure that dietary requests (to the extent they can be) are accommodated. If the Invitee does not provide this information, then MBAuP cannot fulfil the Pass order.

A copy of MBAuP's privacy policy is found at: http://www.mercedes-benz.com.au/content/australia/mpc/mpc_australia_website/en/home_mpc/privacy_statement.ngrb.html#_int_passengercars:home:footer:privacy_statement

8. During the registration process you will be asked to provide personal details. This personal data will be used to make the appropriate event arrangements for you. These details will also be confirmed back to you in an initial and final confirmation email that you will receive from cievents.

In order to make the appropriate arrangements for your attendance for this event cievents is required to share certain personal details with:

- a) The event organiser (Mercedes-Benz Australia/Pacific)
- b) The event suppliers for these arrangements to be made and confirmed; and
- c) The supplier of services to cievents (eg IT service providers) where necessary for cievents to process your personal information and make the relevant arrangements.

Only those personal details required for certain suppliers will be passed along in a secure method

9. An Invitee may purchase Passes for their friends and family subject to the following:
 - (a) the Invitee must nominate the names of the users of each Pass during the registration process or at least 14 days prior to commencement of the Event. cievents will be in contact with you to confirm guest names;
 - (b) Passes will only be transferable to the persons so nominated;
 - (c) an Invitee may purchase a maximum of 2 Passes, subject to availability;
 - (d) any Invitee or Pass Holder that is under 18 years of age at the time of the Event must be accompanied and supervised at all times by a parent or guardian who must be 18 years or older whilst using the Pass;
 - (e) users of the Pass who have a pace maker, must contact security officials for assistance prior to approaching any electronic gate at the Event; and
 - (f) the Purchaser will remain responsible for any Pass purchased in accordance with these Terms and Conditions, and must ensure that any user of the Pass is aware of, agrees to and abides by these Terms and Conditions.
10. The purchase and use of any Pass is subject to and conditional upon the Purchaser, Invitee or Pass holder:
 - (a) complying with any reasonable directions of MBAuP and any officers, agents or employees of V8 Supercars at all times during the Event;
 - (b) responsibly consuming alcohol; and
 - (c) displaying the Pass at all times whilst at the Event, failing which, entry may be refused.
11. Passes are not exchangeable for cash. Subject to this clause 10, to the maximum extent permitted by law and except where required by law, Passes are not refundable. No refund will be made for a Pass once redeemed in part. In particular, MBAuP accepts no liability whatsoever, and no refund will be made, if a Purchaser or user of any Pass is unable to use the Pass for any reason outside of the control of MBAuP, including but not limited to any flight or transportation delays or cancellations. Each Invitee and use of the Pass must keep the Pass safe and in good condition as MBAuP is not liable for and will not replace lost or stolen Passes.

12. By purchasing and/ or using a Pass, the Purchaser and user of any Pass agrees:
 - (a) to participate in and co-operate as required with all reasonable media and editorial requests relating to attendance at the Mercedes-Benz Hospitality Venue, including, but not limited to, being interviewed, photographed and/or filmed throughout the duration of the Event and associated events;
 - (b) permit their image, moving image, and/or voice or likeness, as recorded, photographed or filmed (together “**Images**”) during the Event and associated events, to appear in connection with MBAuP’s (and/or its ‘related bodies corporate’ including but not limited to Daimler AG in Germany) advertising, promotion or marketing thereof, in any media whatsoever throughout the world (including but not limited to on social media sites, web pages and the Internet) and the Purchaser and user of any Pass will not be entitled to any fee or compensation for such use;
 - (c) to hereby assign any existing and future rights, title and property in the Images to MBAuP;
 - (d) not to challenge MBAuP’s right to use or disclose the Images as outlined in this clause 11;
 - (e) release and indemnify MBAuP from and against any liability based on any personal, property, residual, re-use or other right which the Purchaser and any user of the Pass has by virtue of the Images or use of their name, voice and likeness.

13. In the case of the intervention of any outside agent or event outside of MBAuP’s control (such as an act of God, strike or other industrial action, war, vandalism or sabotage, adverse weather conditions, actions of the track owners, law or any government action) preventing or delaying MBAuP’s ability to host the Hospitality Venue at the Event, MBAuP may in its sole and absolute discretion suspend or cancel the Passes. MBAuP will inform Purchasers of its decision to suspend or cancel the Passes as soon as is reasonably practicable.

14. Except for any liability which cannot be excluded at law, MBAuP and its related bodies corporate (Daimler AG) will not be liable to any person for:
 - (a) any Losses or Claims arising out of or in connection with any Death or Personal Injury which is or may be suffered as a result of a breach of the Statutory Guarantees in connection with the participation in any Event (except where the Death or Personal Injury was caused by the gross negligence or reckless conduct of MBAuP); and
 - (b) any other Losses or Claims howsoever arising (whether in tort (including negligence), under contract, statute or otherwise) in connection with or in any way related to the sale or purchase of Passes to the Event, including but not limited to any Losses or Claims arising out of:
 - (i) attendance at any Event by any person;
 - (ii) participation at any Event by any person;
 - (iii) failure by any person to receive an Invitation or purchase a ticket to any Event;
 - (iv) suspension or cancellation of any Event; or
 - (v) any technical difficulties, third party interference or equipment malfunction (whether or not under MBAuP’s or its related bodies corporate’s (including MBNZ) control) associated with the software application which is used to enable applicants to purchase a ticket.

15. All references to MBAuP or its related bodies corporate (including MBNZ) also include the Personnel. Related bodies corporate (including MBNZ) and the Personnel are entitled to the benefit of the exclusions and releases of liability that are expressed to benefit the related bodies corporate and Personnel as if references to MBAuP herein were references to those parties. MBAuP enters into, or otherwise accepts the benefit of, these Terms and Conditions on its own behalf and as agent of, and

trustee for, the Personnel to the extent necessary to provide the benefit of the exclusions and releases of liability set out in these Terms and Conditions to the Personnel.

16. Other than as set out above, nothing in these Terms and Conditions excludes, restricts or modifies, or has the effect of excluding, restricting or modifying, the application of, or the exercise of the rights under:
 - (a) the Australian Consumer Law, as defined in the Competition and Consumer Law Act 2010 (Cth); or
 - (b) the Consumer Guarantees Act 1993 (NZ) or Fair Trading Act 1986 (NZ),
(together “**Statutory Guarantees**”),

or any liability of MBAuP or its related bodies corporate (including MBNZ) for failing to satisfy the Statutory Guarantees related to, or in connection with, the Hospitality Venue, the Event, the sale of tickets to the Event or attendance at any Event, where to do so would have the effect of rendering the relevant provision in these Terms and Conditions void or otherwise unenforceable or would be contrary to law.

17. All meals, accommodation, flights, transportation taxes, insurance, passports, visas, spending money, all other ancillary or related costs and expenses associated with taking the Pass are the sole responsibility of the Purchaser.
18. All travel and use of the Pass is at the sole risk of the Purchaser.
19. Where MBAuP provides a “recreational service”, MBAuP will not be liable for, and excludes all liability in respect of, any death and personal injury (including mental injury) arising out of the purchase or use of a Pass or attendance at the Mercedes-Benz Hospitality Venue or the Event, except to the extent that the death or personal injury was caused by the gross negligence or reckless conduct of MBAuP.
20. MBAuP’s decisions relating to the sale of the Passes are final, and no correspondence will be entered into.
21. If a Purchaser or any user wants to access or correct any information that MBAuP holds about him or her, they may contact MBAuP by e-mail at mbaupprivacyofficer@daimler.com or by phone 1300 300 896.
22. Where any clause of these Terms and Conditions is void, unenforceable, or illegal, that provision is to be read down to the extent necessary to ensure that it is not void, unenforceable or illegal. To the extent that it cannot be read down, then it is severed and the rest of the Terms and Conditions remain in force.
23. The laws of the State of Victoria, Australia govern these Terms and Conditions. The parties submit to the non-exclusive jurisdiction of the courts of Victoria, Australia.

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